

1 Case Number 10 CV 002

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6 IN THE JUSTICE COURT OF AUSTIN TOWNSHIP
7 COUNTY OF LANDER, STATE OF NEVADA
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9 RUBEN GALLEGOS
10 and
11 VIRGINIA (SISSIE) GALLEGOS,
12 Plaintiffs

13
14 vs.

NOTICE REGARDING SETTLEMENT

15 MICHAEL MARKING
16 and
17 ELIZABETH FLEMING,
18 Respondents
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22 COME NOW Michael Marking and Elizabeth Fleming, in proper person, as Respondents, and
23 hereby submit their NOTICE REGARDING SETTLEMENT.
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25 IN THE MAY 2014 HEARING in this matter, the Parties discussed the possibility of a
26 settlement. Some terms of a potential settlement were agreed, with details to be ironed out

27 subsequently. As Respondents later notified this Court, Respondents' then-attorney failed to
28 prepare the necessary documents, and he was dismissed. Respondents themselves then
29 prepared the needed documents, and sent them to Plaintiffs (22 April and 3 July). There was
30 no response as of the deadline (extended to 31 July) which represented the expiration of the
31 offer. At that point, Plaintiffs had the proposed agreement for four months. Plaintiffs failed to
32 respond in a timely fashion to any of the documents, and have never responded in writing or
33 contacted us as requested. We concluded that Plaintiffs were uninterested in a settlement.

34 Ruben Gallegos told Marking at the Chevron station on 21 August that he would not
35 deal directly with us, that he would deal only with the Court. He said he had given documents
36 to the Court. We have never received such documents. The clerk and assistant clerk have
37 stories which contradict each other, and also contradict Ruben's story.

38 Respondents have no interest in conducting negotiations in the Court. A judge may not
39 coerce the parties into a settlement. It is questionable whether a judge may ethically sit on a
40 case after participating in settlement discussions except under very narrow circumstances
41 which do not here apply.

42 Ruben has long maintained that, being married to a Williams, he is not bound by the
43 rules which apply to everyone else, just as some of the Williamses themselves maintain. He
44 has long held that he can come to this Court and talk to the Judge whenever he wants. We
45 have witnessed such conversations with this Court and with judges from other courts in other
46 cases. We have heard some others in town call this the "Williams Court". Certainly Ruben
47 would agree in practice with that characterization.

48 Under such circumstances, negotiations are practically impossible.

49 Plaintiffs have informed Respondents (in a conversation of 24 August at the Austin
50 court house, with Donna Sossa present) that signing a quit claim deed in advance was not
51 acceptable.

52 Plaintiffs have, however, indicated that the *Motion to Vacate Judgment Under Rule*

53 60(b) in 09 PO 002/003 (25 March 2015) was acceptable to them. Specifically, in the same
54 Monday, 24 August conversation, Ruben told Fleming at the Austin courthouse that he and
55 Sissie had discussed the subject and agreed that they did not care how the TPO was
56 “abolished”. Also in that same conversation, Ruben told Fleming that he would put signed
57 documents in the mail to us; we never received them.

58 Nevertheless, this Court has denied the *Motion to Vacate* in 09 PO 002/003. Since
59 Respondents consider the vacatur of the the TPO judgment and the production of the quit
60 claim deed, both at the time of any new agreement, essential and non-negotiable terms to any
61 new agreement, Respondents have concluded that there is no longer any point in trying to
62 reach a settlement. Respondents have expended considerable time on this attempt, and success
63 appears no longer in sight. There is no reason to waste further effort.

64 Ruben and Sissie have shown absolutely no concern for the time and effort necessary
65 for us to put these documents together. We now believe they were insincere in accepting the
66 preliminary terms we offered last year in the May hearing: they dishonestly feigned interest
67 without ever intending to let go of the options they believe they already have. The idea of
68 compromise is alien to them.

69 *We remain willing to settle on exactly the same terms we offered in March. We cannot*
70 *imagine further negotiations for any other or modified terms without compensation in*
71 *advance for the time and effort we probably will waste for continued discussions and the*
72 *effort needed to put agreements into acceptable writing. This is because, so far, this has been*
73 *a total waste of time. Should Plaintiffs wish to continue, we suggest that they also pay an*
74 *honest attorney. Ruben has repeatedly said that he would get an attorney, and an attorney*
75 *should be willing to communicate directly with us.*

76 Because the proposed settlement agreement has not been reduced to a writing signed
77 by the parties, under the statute of frauds *et alia* it is not enforceable. (Indeed, Plaintiffs
78 appear loathe to put anything into writing themselves.) There is nowhere either obligation or

79 incentive to continue to negotiate or to settle.

80 Respondents have no interest in conducting negotiations in the Court.

81 Respondents have attached, as exhibits, all correspondence sent to Plaintiffs
82 regarding settlement. The *Motion to Vacate*, already being part of the Record, is not included.

83 For reasons unknown to Respondents, Plaintiffs recorded (with the Lander County
84 Recorder's office) copies of the judgment and two subsequent, post-judgment orders in this
85 matter. In response, Respondents thereafter recorded the District Court's order on appeal
86 emphasizing (among other things) that Eleven Eleven Ranch is not a party to this case, and
87 this judge has so reminded Plaintiffs in this Court. Plaintiffs apparently, based on their words
88 and actions, refuse to abandon the idea that Eleven Eleven Ranch's land is available to them.
89 Eleven Eleven Ranch has no obligation, contingent or otherwise, to Plaintiffs. Plaintiffs'
90 insistence otherwise is an insurmountable barrier to a settlement. Their position is *yet another*
91 *indication* that any settlement discussions are highly unlikely to succeed.

92 Since no relief is requested by this Notice, and this is not a motion or other document
93 requiring an affidavit by the rules, no affidavit is attached.

105 DATED this Wednesday, 9 September 2015.

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109 _____
Michael Marking, Respondent
110 e-mail: *marking@tatanka.com*
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114 _____
Elizabeth Fleming, Respondent
115 e-mail: *ryuuz@tatanka.com*
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121	EXHIBITS (correspondence sent to Plaintiffs)	
122	<i>Proposed Settlement Agreement – Draught – sent 22 April 2015</i>	<i>A</i>
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124	<i>Quit Claim Deed – Draught – sent 3 July 2015</i>	<i>C</i>
125	<i>Motion for Entry of Satisfaction of Judgment – Draught – sent 3 July 2015</i>	<i>D</i>
126	<i>Satisfaction of Judgment – Draught – sent 3 July 2015</i>	<i>E</i>
127	<i>Cover letter to Exhibits C, D, & E</i>	<i>F</i>
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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on this date I served true and correct copies of the foregoing document by depositing them for mailing, in sealed envelopes, US. postage prepaid, at Austin, Nevada, addressed as follows:

Ruben Gallegos and Virginia (Sissie) Gallegos; Post Office Box 221; Austin, Nevada 89310

Austin Justice Court; Post Office Box 100; Austin, Nevada 89310

Dated Wednesday, 9 September 2015.

Michael Marking

AFFIRMATION

(Pursuant to NRS 239B.030)

I hereby affirm that the preceding document filed in the above-described manner does not contain the social security number of any person.

Dated Wednesday, 9 September 2015.

Michael Marking

(Appellants' electronic document name: *ggvmf_notice_regarding_settlement_20150908f*)